

PX-0190

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**LAWSON SOFTWARE AMERICAS, INC.
PROCUREMENT PUNCHOUT PARTNER AGREEMENT**

This non-exclusive Procurement Punchout Partner Agreement (the "Agreement") entered into between Lawson Software Americas, Inc. ("Lawson"), a Delaware corporation with its principal offices located at 380 St. Peter Street, St. Paul, Minnesota, U.S.A. 55102-1302 and Partner, whose name, principal business address, and jurisdiction of incorporation are set forth below, (collectively "the Parties"), determines the rights and obligations of Lawson and Partner with respect to the subject matter of this Agreement.

Partner Name:	Global Healthcare Exchange, LLC
Address:	1315 W. Century Drive
City:	Louisville
State/Zip or Province/Postal Code:	Colorado, 80027
Country:	USA
Jurisdiction of Incorporation:	Delaware

In consideration of the promises and mutual covenants and representations contained herein, the Parties agree as follows:

ARTICLE I

DEFINITIONS

For the purpose of this Agreement, the following are defined terms:

- 1.1 "Customer" shall mean business entities within the Territory who are using the Products.
- 1.2 "Effective Date" shall mean the date when authorized representatives of both Lawson and Partner have signed this Agreement as indicated at the end of this Agreement in the space marked "Date" below Lawson's signature to this Agreement.
- 1.3 "Employee" shall mean a person employed by either Party to this Agreement.
- 1.4 "Intellectual Property Rights" shall mean all copyrights, confidentiality rights, trade secret rights, trademark rights, patent rights and other intellectual property rights.
- 1.5 "Marks" shall mean all trademarks, service marks, trade names, company names, logos, other proprietary or commercial rights, or other words or symbols identifying the Products, Other Products, Lawson's business, or its Third Parties' businesses.
- 1.6 "Material" shall include Lawson sales brochures, solicitation materials, manuals, presentation materials, Business Practices and Price List, training materials and demonstration products.
- 1.7 "Modifications or Enhancements" means any modifications or enhancements to or derivative works of the Products that contain or use any object code or source code developed by a Party or its Third Parties.
- 1.8 "Potential Customer" shall mean business entities within the Territory who are interested in licensing the versions of Lawson-owned or delivered Products
- 1.9 "Products" means the products, owned or delivered by Lawson each of which includes the Software, Documentation, and media.
- 1.10 "Term" shall mean the period during which this Agreement is effective as defined in Section 6.1.
- 1.11 "Territory" shall mean: North America.
- 1.12 "Third Party" shall mean a business entity that has authorized Lawson to distribute that entity's Software and Documentation to Client by sublicense between Lawson and Client.
- 1.13 The masculine and feminine shall each include the others, the singular and plural shall each include the other, and this Agreement shall be read accordingly when required by the facts.

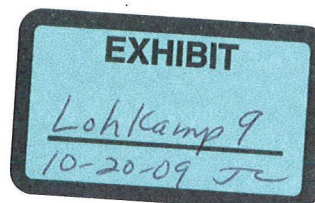
ARTICLE II

INTENT OF THE AGREEMENT

The intent of this Agreement is to provide the opportunity for the Parties to facilitate the use of their respective products by entering into a relationship that will facilitate (i) the development of the appropriate interfaces or punchout between Lawson Products and the Partners website(s), and (ii) the performance of joint marketing activities. The Parties understand and agree that the nature and extent

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EXHIBIT A
Program Fees and Benefits

1.0 Annual Program Fee

\$1,000.00

The Annual Program Fee shall be paid to Lawson upon execution of the Agreement and each anniversary thereafter. Lawson has the sole and exclusive right to adjust the Annual Program Fee as it deems appropriate and will provide Partner written notice at least thirty (30) days prior to such adjustment. Any adjustments to the Annual Program Fee shall become effective upon the renewal of this Agreement.

2.0 Program Benefits

Lawson Software business partner logo usage rights
Invitation to display and sponsor at Lawson Client User Exchange ("CUE")
Partner-exclusive Lawson business updates via periodic web seminars
Partnership announcement on Lawson intranet
Partner inclusion in sales "partner handbook"
Listed in the Lawson Trading Partner List
Listed on the Lawson Web Site as a Procurement Punchout Partner